BANGALORE METROPOLITIAN TRANSPORT CORPORATION
CIVIL ENGINEERING DEPARTMENT

No.BMTC/CO/CE/EE/1881/2023-24
Dated:-21.02.2025

E –PROCUREMENT SHORT TERM TENDER NOTIFICATION No. 37/ 2024-25

Item rate tenders are invited in two cover system for the work mentioned below as per Karnataka Transparency in Public procurement ordinance of 2000, and Act 2000 from the eligible **Firms** as mentioned below. In E-procurement the contractors/firms will have to upload all informations, documents and rates etc in website only. i.e. **kppp.karnataka.gov.in** No documents will be accepted in person manually.

The intending contractors can obtain the Tender details through website **kppp.karnataka.gov.in** and **upload** the duly completed tenders / relevant documents within the stipulated date and time mentioned in website only.
The Tender shall be submitted through e-Procurement Portal (kppp.karnataka.gov.in) only. The tender document can be viewed free of cost on e-Procurement Portal.

Note:-The Tenderers/Bidder have to confirm themselves for up-loading of all the Tender Documents.

For any "HELP" regarding uploading of Tender Documents please contact helpline of kppp.karnataka.gov.in

Calendar of Events:

1. Last Date & Time for Tender Queries/ Clarifications : 07.03.2025 @ 13:00 Hours
2. Last Date & Time for receipt of tenders : 07.03.2025 @ 17:00 Hours
3. Date & Time for Opening of Technical Bid : 10.03.2025 @ 11:00 Hours

Sl. No	Name of work	Earnest money deposit In Rs.	Time limit
1	Comprehensive Annual Maintenance of UPS installed at Depots, Workshops, TTMCs, Bus stations and offices of BMTC. (Call-2)	11,500 /-	12 Months

The Tenderers shall pay the tender processing fee and Earnest Money deposit (EMD) through any of the e-payment modes on the portal.

TWO COVER SYSTEM

The tender shall follow Two Cover System with cover-I (Technical Bid) and cover-2 (Financial Bid).

The Cover-I shall contain the information regarding

1. Certificate of Incorporation.
2. Authorized sales or service dealer certificate from UPS manufacturer
3. Experience and past performance in execution of similar contracts

4. Annual Turnover Certificate.

The Cover-II shall contain the quoted prices for the tender

Note:

1. **THE BIDDERS SHALL QUOTE THEIR RATES EXCLUSIVE OF GST.**
2. Financial bid of only those contractors/Firms who are successful in the technical bid will only be opened.
3. The EMD of disqualified Contractor/Firms in Technical Bid will be returned separately.
4. Payments shall be made quarterly after successful completion of Maintenance for that Quarter

ELIGIBILITY CRITERIA:-

(The supporting documents to be uploaded along with technical bid)

Sl.No	Requirements	Documents to be up-loaded
1	Manufacturer or their Authorized sales or service dealer of UPS having experience in carrying out AMC of UPS to any of the Government Institutions, PSUs, Banks & MNCs etc can participate in the Tender.	In case of manufacturer, Certificate of Incorporation/Certificate of Registration/Certificate issued by the Directorate of Industries and Commerce department/SSI Certificate should be furnished, In case of Authorized sales or service dealer, authorization letter from Original manufacturer of UPS has to be furnished. The Work Order/ Purchase Order carrying out AMC of UPS to any of the Government Institutions, PSUs, Banks & MNCs etc to be furnished.
2	Work-done Certificate for having satisfactorily completed Comprehensive AMC at **least 27 UPS of not less than 10 KVA capacity** in last previous five years in any of the Government / Public Sector Undertaking i.e (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 till date)	Certificate of work completion issued by an Officer not below the rank of Executive Engineer, in Govt., / Public Sectors under takings
3	Should have achieved in at **least two financial years** a minimum annual financial turnover of not less than 10.00 Lakhs out of the last five financial years (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24).	Up load a copy of audited profit/loss statement duly certified by chartered accountant only.
4	Declaration-1 and Declaration-2 as per format	Declarations as per format furnished have to be submitted. Declaration-1 if applicable. Declaration-2 compulsorily.

TERMS AND CONDITIONS

1.	**The rate shall be quoted exclusive of GST.**
2.	The quoted rates shall be inclusive of Income Tax Surcharge, Cess, etc, any other statutory taxes (Except GST) that may come into force at the time of payment of work bill.
3	The quoted rates shall be inclusive of cost of materials, all lead and lift, and transportation up

	to work spot.
4	The firm/Contractor should abide by all terms and conditions mentioned in the contract framework of KW-4 Schedule of contract agreement and amendments there off. **Price variation clause and Mobilization Advance are been deleted.**
5	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
6	"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
7	The fir "Bidder from a country which shares a land border with India" for the purpose of this Order means: - a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
8	The beneficial owner for the purpose of above clause will be as under: (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
	(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
	(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
	(iv) Where no natural person is identified under (i) or (ii or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
	(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of Control or ownership.
	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
	In case of Work contract including turnkey contract: The successful bidder will not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration to be submitted during submission of tender (as per Declaration – III)
9	The Quantity indicated in the Tender is approximate requirement. However, the actual quantity may vary to the extent for ± 25% of the tendered quantity as per the requirements at the time of releasing the order. Accordingly AMC to be effected.
10	The Tender Accepting Authority at any time before passing order of acceptance may reject all the tenders on the ground of changes in the scope of procurement, failure of anticipated financial sources, accidents, calamities, or any other grounds which would render the

	procurement un-necessary or impossible.
11	The suppliers shall undertake to abide by all the terms and conditions of the tender.
12	In the matter of any disputes, the decision of the Managing Director, BMTC is binding on all the Tenderers
13	In case, if the firms registered under the Indian Partnership Act and companies registered under Companies Act, the person signing the tender shall state the authorization authority under which he is Signing/acting on behalf of partnership firm /company and enclose the certified copy of the Partnership deed/Memorandum of Articles of Association issued by the Authorities.
14	The successful Tenderer will be intimated through letter of Intent regarding placement of orders with the details of materials, Quantity, Rate and other Terms and conditions with a request to submit the Security Deposit as prescribed and to start AMC simultaneously so as to release the regular Purchase Order/work order.
15	Before starting the AMC, the Successful Tenderer has to pay Security Deposit equivalent to 5% of the Quoted amount, in the Form of DD of any Nationalized Banks OR Public Sector Banks OR Private sector Banks – Indian Banks, drawn in favor of the CAO-FA, BMTC, Central Offices, Bengaluru-560027 or Bank Guarantee of any Nationalized Banks OR Public Sector Banks OR Private sector Banks – Indian Banks in favour of Controller of Stores & Purchases, BMTC, Central Offices, Bengaluru-560027. The Bank Guarantee should be submitted in the format prescribed by the Corporation. The Bank guarantee submitted in any other manner is not acceptable. The Bank Guarantee should be valid up to 15 months from the date of LOI. The corporation reserves the right to accept the Security Deposit in any other forms. The Regular Purchase Order/work order will be placed only on receipt of the Security Deposit.
16	The Security Deposit is liable to be forfeited either in full or in part, if the Tenderer on whom the purchase order is placed, fails to complete the AMC as per the terms and conditions of the purchase orders or in case of non settlement of claims. The Security Deposit will be refunded after completion of OR after settlement of all claims.
17	The Security Deposit does not carry any interest. The validity of the security deposit to be extended suitably (to cover the warranty period of the last item (whichever applicable) supplied / installed/commissioned) as per the request of purchaser.
18	in case of suppliers are routed through any distributor. The bank guarantee should be furnished by the principal firm only. The bank guarantee submitted by the distributor or other is not acceptable.
19	RISK PURCHASE / PENAL CLAUSE: If AMC is not made as per the Work order or the revised delivery schedule intimated by the consignee, if any, the consignee will purchase such requirements from any alternate sources and the extra expenditure incurred thereof will be recovered from the supplier's Bills due for payment or from the Security Deposit. Further the default supplier has to reimburse all the liquidated damages/losses arising due to non-fulfillment of contractual obligations.
20	The AMC should meet the specific requirement as prescribed in the Tender. If the AMC do not conform to the specification and if the AMC are not effected as per delivery schedule, the BMTC reserves the right to Black list the firm.
21	PRE-AWARD PENAL CLAUSE: After opening of the tender, if any supplier WITHDRAW their offer in view of wrong quote in the e-procurement portal OR claim any modification on their offered basic rates i.e., inclusive of discount packing, forwarding, Freight charges (other than variation in statutory levies due to Govt. Policy), the offer of such firm will not be considered and the firm will be BLACK LISTED FOR TWO FUTURE TENDER CYCLES besides forfeiting their EMD.

Sd/-

Executive Engineer